

EXHIBIT 20

Andersen, Barbara L

From: Shenker, Joseph
Sent: Sunday, December 05, 2010 11:43 AM
To: Andersen, Barbara L
Subject: Fw: 25 Bank Street
Attachments: UK-2617590-v2-Confidentiality Letter.DOC

From: George Iacobescu <George.Iacobescu@CanaryWharf.com>
To: Shenker, Joseph; Dietderich, Andrew G.; levcapital@aol.com <levcapital@aol.com>
Sent: Sun Dec 05 11:30:27 2010
Subject: Fw: 25 Bank Street

Sent from my Blackberry Wireless Handheld

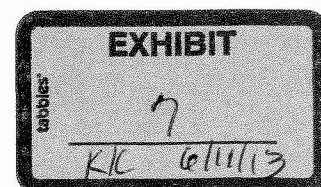
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THE SUNDAY TIMES



Canary Wharf Group plc
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From: Pam.Sansom@CliffordChance.com <Pam.Sansom@CliffordChance.com>
To: George Iacobescu; Peter Anderson; Christopher Henderson; Pamela Kendall
Cc: Nicholas.Frome@CliffordChance.com <Nicholas.Frome@CliffordChance.com>; Sarah.Dawson@CliffordChance.com <Sarah.Dawson@CliffordChance.com>; Benjamin.Hatton@CliffordChance.com <Benjamin.Hatton@CliffordChance.com>
Sent: Fri Dec 03 12:51:48 2010
Subject: FW: 25 Bank Street

Below is the email which has just been sent to Richard Krasnow.

Kind regards.

Tony

From: Sansom, Pam (Real Estate-LON) **On Behalf Of** Briam, Tony (Real Estate-LON)
Sent: 03 December 2010 12:50
To: 'richard.krasnow@weil.com'
Cc: 'rupert.jones@weil.com'; Shimmin, Jacqui; DeMarco, Jennifer C. (Finance & Restructuring-NY)
Subject: 25 Bank Street

Richard – Following your email of Wednesday afternoon to Jennifer and my conversation with Rupert Jones this morning, I attach a Confidentiality Agreement for signature by LBHI, or by you on their behalf. Please could you return it signed by way of a pdf attachment so that we can proceed with the disclosure of the requested information to you.

The information being supplied is a contemplated deal only which, should it come to fruition (in addition to settlement with LBHI) would lead to only partial mitigation of the Canary Wharf claims against LBHI. I will be happy to take your London colleagues through the details to assist them in their review.

Could you also please confirm that LBHI has no intention of taking over the existing Lease or taking up a new Lease so that we can provide the information as soon as we have the Confidentiality Agreement?

Kind regards.

<<UK-2617590-v2-Confidentiality Letter.DOC>>

Tony Briam

Partner

Clifford Chance LLP

10 Upper Bank Street, London, E14 5JJ

Direct Dial: +44 (0)20 7006 4004

tony.briam@cliffordchance.com

[CC]70-40394288[/CC]

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[ON HEADED NOTEPAPER OF LEHMAN BROTHERS HOLDINGS INC.]

Canary Wharf Group plc

One Canada Square

Canary Wharf

London E14 5AB

[] December 2010

Dear Sirs,

25 Bank Street, Canary Wharf E14 (the "Property") – Strictly private and confidential

In order to progress our negotiations with you to settle the claims made against us by group companies of Canary Wharf Group plc in respect of certain obligations we assumed as guarantor of the tenant of the Property (the "**Claims**"), we have requested information from you relating to your negotiations with a third party in relation to them acquiring an interest in the Property (the "**Confidential Information**") with a view to mitigating the losses you have incurred and anticipate continuing to incur as a result of the administration of such tenant, Lehman Brothers Limited (in administration).

1. UNDERTAKING

In consideration of you, any of your group companies (a "**Group Company**") and/or your professional advisers providing to us any Confidential Information, we undertake as follows:

1.1 that we will keep confidential, and will not disclose to any other person, such Confidential Information and the fact that we have been supplied with the Confidential Information save that (subject to us complying with paragraph 1.2) we may disclose the Confidential Information to:

- (a) our professional advisers, Weil, Gotshal & Manges LLP;
- (b) the professional advisers to the Lehman Brothers Holdings Inc. Creditor's Committee, []; and
- (c) any court where required by law

in each such case, in connection with and only in so far as such disclosure may be essential, to consider and progress the settlement of the Claims. The Confidential Information may not be used for any other purpose;

- 1.2 that we will procure that each of our officers and employees and any professional advisers to whom Confidential Information is disclosed has prior to such disclosure been provided with a copy of this letter and complies with all of our obligations in this letter as if they were a signatory. Accordingly, we shall be responsible for any breach by any such person of our obligations in this letter;
- 1.3 not to make any public announcement of the fact that the Confidential Information is being supplied to us;
- 1.4 not to make or permit the making of any copies of the Confidential Information or reproduce it in any form, except for the purpose of supplying the Confidential Information to those to whom disclosure is permitted pursuant to this letter; and
- 1.5 notify you immediately if we or any of our professional advisers become aware that Confidential Information has been disclosed to an unauthorised party.

2. **ACKNOWLEDGEMENTS**

We acknowledge and agree that:

- 2.1 damages may not be an adequate remedy for a breach of this letter and/or breach of confidence and that you may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this letter and/or breach of confidence;
- 2.2 the failure to exercise or delay in exercising a right or remedy provided by this letter, by law or in equity does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this letter, by law or in equity prevents further exercise of the right or remedy or the exercise of another right or remedy available to you, whether contractual, equitable, proprietary or otherwise;
- 2.3 to the extent that any Confidential Information is covered or protected by privilege, then disclosing such Confidential Information to us does not constitute a waiver of privilege or any other rights which you may have in respect of such Confidential Information and we will assert such privilege in any attempt to compel disclosure of the Confidential Information;
- 2.4 no right or licence is granted to us or any person to whom Confidential Information may be disclosed in accordance with this letter except as expressly set out in this letter;
- 2.5 you or any Group Company will have the right under the Contract (Rights of Third Parties) Act 1999 (the "Act") to enforce their respective rights under this letter. The parties to this letter do not require the consent of any person having such a right under the Act to rescind or vary this letter at any time. No other person who is not a party to this letter has any right under the Act to enforce any term of this letter but that does not affect any right or remedy of a third party which exists or is available apart from the Act;
- 2.6 neither you nor any Group Company or any of their respective directors, shareholders or advisers:

- (a) accepts any liability for or makes any representation or warranty, express or implied, as to the truth, accuracy, completeness or reasonableness of any Confidential Information;
 - (b) will be liable to us or to any other person in respect of any Confidential Information or its use;
 - (c) is obliged to update any Confidential Information or to notify us of or to correct any inaccuracies in any Confidential Information (even if such inaccuracies are discovered subsequent to the provision of the Confidential Information);
- 2.7 for the purposes of this letter Confidential Information shall not include any information which is in the public domain at the time it is provided or which comes into the public domain after it is provided other than in breach of this letter or which was already lawfully in our possession or which was or becomes available to us on a non-confidential basis from a source other than you, any Group Company or your professional advisers; and
- 2.8 if any provision of this letter is held to be invalid or unenforceable then such provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this letter but without invalidating any of the remaining provisions of this letter.
3. **GOVERNING LAW AND JURISDICTION**
- 3.1 This letter is governed by, and shall be construed in accordance with, English law.
- 3.2 The courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this letter (respectively "**Proceedings**" and "**disputes**") and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.
- 3.3 Each party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide Proceedings and to settle any dispute and agrees not to claim that the courts of England are not a convenient or appropriate forum.
- 3.4 Process by which any Proceedings are begun in England may be served on us by being delivered to us at [] for the attention of []. Nothing in this paragraph affects the right to serve process in another manner permitted by law.

Please acknowledge your acceptance of the terms of this letter by signing and returning the enclosed copy of this letter to us.

Yours faithfully

For and on behalf of Lehman Brothers Holdings Inc.

Agreed and accepted by

For and on behalf of Canary Wharf Group plc

Date: December 2010